

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chris Kovanes, Programs Administrator / 797-1102

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AMENDMENT TO AN EXISTING LEASE AGREEMENT BETWEEN THE TOWN OF DAVIE AND OMNIPOINT COMMUNICATIONS DEF OPERATIONS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** On November 19, 1997, a Lease Agreement had begun between the Town of Davie and Omnipoint Communication DEF Operation, Incorporated. This agreement entailed the Town leasing space at Pine Island Park, 4200 SW 92nd Avenue, for the use of a monopole cellular tower. This tower was designed to accommodate multiple communication carriers. However, if any carrier co-locates on this tower, the Town was to receive fifty percent (50%) of all leasing revenue from Omnipoint communication DEF Operation, Incorporated.

This specific agreement grants permission for AT&T to co-locate on the existing monopole at Pine Island Park. This existing monopole is also currently being utilized as a light pole for a ball field and will continue to be utilized as this feature as well.

Last, it was clearly understood that AT&T will comply with the landscaping code of the Town of Davie to beautify this location and will install a proper landscape buffer around the entire compound since no such landscaping currently exists.

**PREVIOUS ACTIONS:** Not Applicable

**CONCURRENCES:** Not Applicable

**FISCAL IMPACT:** The Town will receive \$11,357 per year.

**RECOMMENDATION(S):** Motion to approve the resolution.

Attachment(s):  
Resolution,  
Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AMENDMENT TO AN EXISTING LEASE AGREEMENT BETWEEN THE TOWN OF DAVIE AND OMNIPOINT COMMUNICATIONS DEF OPERATIONS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LESSOR and OMNIPOINT entered into that certain Lease Agreement ("Agreement") dated November 19, 1997, which by this reference is incorporated herein and made a part hereof, whereby LESSOR leased to OMNIPOINT that certain real property in Broward County, Florida, located at Parcel "A", of the Pine Island Park, according to the Plat thereof, as recorded in Plat Book 139, page 28, of the Public Records of Broward County, Florida, more specifically described in and substantially shown as outlined on Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, LESSOR and TENANT desire to amend the Lease to allow for additional carriers to co-locate at the tower site.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the recitals set forth above are true and correct and are made a part of this resolution.

SECTION 2. The Town Council of the Town of Davie hereby approves the aforementioned amendment and authorizes the Mayor to execute the revised agreement , a copy of which is attached as Exhibit "A".

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

ATTEST:

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

\_\_\_\_\_  
TOWN CLERK  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001



VIA OVERNIGHT MAIL

April 16, 2001

Monroe D. Kiar  
Town Attorney  
Town of Davie  
6191 SW 45<sup>th</sup> Street,  
Suite 6151 A  
Davie, Florida, 33314

RE: **Ground Lease Agreement dated November 19, 1997, by and between Town of Davie, ("Lessor") and Omnipoint Communications DEF Oirations, Inc., d/b/a American Tower Corporation ("Lessee") of Premises located at 6591 Orange Drive Ft. Lauderdale, FL 33328.**

Dear Lessor:

The purpose of this letter is to obtain your written consent for American Tower Delaware Corporation, the Lessee under Lease Agreement referenced above, to sublease space on the tower, pursuant to Section ~~11~~<sub>17</sub> of the above-referenced lease.

Space on the tower will be subleased to: **Metro PCS California/ Florida, Inc.**

Please sign the second copy of this letter indicating your acceptance of this request and return the signed copy to me in the enclosed Federal Express envelope no later than **May 16, 2001**. Since the above sub-lessee needs to install their equipment on the tower immediately, your consent will be deemed to have been given if we have not received your response by **May 16, 2001**.

If you have any questions, please feel free to contact me at (770) 308-1966. Thank you for your cooperation regarding this matter and we look forward to receiving your response.

I also enclose a copy of the Sublease/Schedule 2, Tower Space License for your review.

Sincerely,

Ella Lemesheva  
Lease Administrator



I, \_\_\_\_\_, acknowledge and consent to American Tower Delaware Corporation's subleasing of space on the Roswell site.

\_\_\_\_\_  
Date

Approved as to Form:

Attest:

By: Monroe D. Kiar

Print Name: Monroe D. Kiar

Title: Town Attorney

\_\_\_\_\_  
Town Clerk

This consent for American Tower Delaware Corporation to sublease space on the Tower pursuant to Section 17 of the Lease Agreement between Town of Davie, Florida and Omnipoint Communications DEF Operations, Inc. is subject to full compliance of all of the terms and conditions of said Lease Agreement. Both Lessor and Tenant further acknowledge that this consent to allow Metro PCS California/Florida, Inc. to co-locate its equipment on the monopole installed by Tenant is being granted in consideration for Lessor receiving 50% of all of the co-location revenue to be received by Tenant from Metro PCS California/Florida, Inc. Pursuant to the Tower Space License entered into between American Tower and Metro PCS California/Florida, Inc., Metro PCS California/Florida, Inc. is to pay \$900.00 monthly for a period of 90 days from the license commencement date and thereafter, the sum of \$1,800.00 payable monthly. Lessor, Town of Davie shall receive 1/2 of all such payments which said revenue is to be paid to the Lessor simultaneously with those revenues to be paid by Tenant to Lessor under the terms of the original Lease Agreement dated November 19, 1997.

## **SECOND AMENDMENT TO LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** ("Amendment") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2001, by and between **TOWN OF DAVIE**, a Municipal corporation of the State of Florida, whose address is 6591 Orange Drive, Davie, Florida 33314, hereinafter designated "**LESSOR**", and **UNISITE/OMNIPOINT FLORIDA TOWER VENTURE, LLC**, by and through its manager **UNISITE, INC.**, a Delaware corporation, hereinafter designated "**TENANT**", partial successor in interest to **OMNIPOINT COMMUNICATIONS DEF OPERATIONS, INC.**, a Delaware corporation ("**OMNIPOINT**"), whose address is 3200 Cobb Galleria Parkway, Suite 205, Atlanta, Georgia 30339.

WHEREAS, LESSOR and OMNIPOINT entered in to that certain Lease Agreement ("Agreement") dated November 19, 1997, which by this reference is incorporated herein and made a part hereof, whereby LESSOR leased to OMNIPOINT that certain real property in Broward County, Florida, located at Parcel "A", the Pine Island Park, according to the Plat thereof, as recorded in Plat Book 139, Page 28, of the Public Records of Broward County, Florida, more specifically described in and substantially shown as outlined on Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, LESSOR and TENANT previously amended the Agreement pursuant to the First Amendment to Lease Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2001 to allow for additional carriers to co-locate at the Tower site.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

"Both the LESSOR and TENANT hereby acknowledge and agree that the following additional wireless communications provider may be allowed to co-locate equipment on the monopole installed by TENANT. In consideration for its consent for such co-location at the Tower site, LESSOR is to receive 50% of the co-location revenue received by TENANT from METRO PCS CALIFORNIA/FLORIDA, INC. The initial monthly rental for the first 90 days is \$900.00 per month. Thereafter, the annual rental to be received by TENANT from METRO PCS CALIFORNIA/FLORIDA, INC. is \$21,600.00. Said revenue is to be paid to the LESSOR simultaneously with those revenues to be paid by TENANT to LESSOR under the terms of the original Lease Agreement dated November 19, 1997. It is specifically understood and agreed that TENANT (or its lessee, Metro PCA California/Florida, Inc.) will comply with the current landscaping code of the Town of Davie to beautify this location and to install a proper landscape buffer around the entire compound. Further, the granting of this Second Amendment to the original Lease Agreement by LESSOR is contingent upon the execution of a Lease Agreement by METRO PCS CALIFORNIA/FLORIDA, INC. with TENANT."

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the day and year first above written and the Amendment shall be attached to and made a part of the Agreement.

LESSOR

Signed, sealed and delivered  
before the following witnesses:

TOWN OF DAVIE,  
a Municipal corporation

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

Attest:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

Signed, sealed and delivered  
before the following witnesses:

UNISITE/OMNIPOINT FL TOWER  
VENTURE, L.L.C., d/b/a American Tower

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

By: Unisite, Inc., its manager

By: \_\_\_\_\_ (SEAL)  
Name: Brad Singer  
Title: Executive Vice President

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

[CORPORATE SEAL]

**Notarial Acknowledgment For Lessor**

STATE OF FLORIDA

COUNTY OF BROWARD

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Town of Davie, a Municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his/her capacity as \_\_\_\_\_, as aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[NOTARY SEAL]

**Notarial Acknowledgment For Tenant**

STATE OF GEORGIA

COUNTY OF COBB

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brad Singer, whose name as Executive Vice President of Unisite, Inc., a Delaware corporation, d/b/a as American Tower is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being information of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as Vice President as aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My Commission Expires:

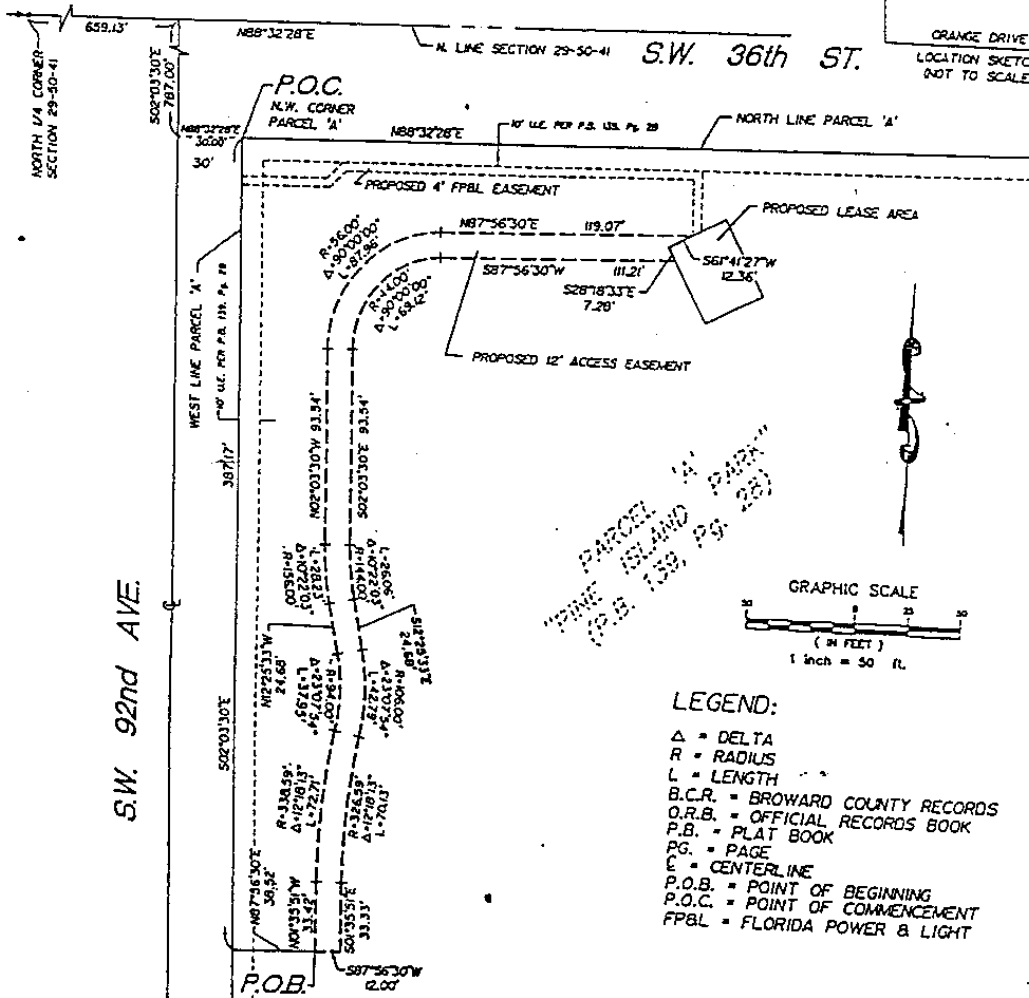
[NOTARY SEAL]

DESCRIPTION: 112' ACCESS EASEMENT

A PORTION OF PARCEL 'A', PINE ISLAND PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE ALONG THE WEST LINE OF SAID PARCEL 'A' SOUTH 02°03'30" EAST (PLAT BEARING) 387.17 FEET; THENCE NORTH 87°56'30" EAST 38.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°35'31" WEST 33.42 FEET TO A POINT OF CURVATURE OF A 336.59 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°18'13" AN ARC DISTANCE OF 72.71 FEET TO A POINT OF REVERSE CURVATURE OF A 94.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°07'54" AN ARC DISTANCE OF 37.95 FEET TO A POINT OF TANGENCY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'03" AN ARC DISTANCE OF 28.23 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°03'30" WEST 93.54 FEET TO A POINT OF CURVATURE OF A 56.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 87.96 FEET TO A POINT OF TANGENCY; THENCE NORTH 87°56'30" EAST 119.07 FEET; THENCE SOUTH 61°41'27" WEST 12.36 FEET; THENCE SOUTH 28°18'33" EAST 7.28 FEET; THENCE SOUTH 87°56'30" WEST 111.21 FEET TO A POINT OF CURVATURE OF A 44.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 69.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02°03'30" EAST 93.54 FEET TO A POINT OF CURVATURE OF A 144.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'03" AN ARC DISTANCE OF 26.06 FEET TO A POINT OF TANGENCY; THENCE SOUTH 12°25'33" EAST 24.68 FEET TO A POINT OF CURVATURE OF A 106.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°07'54" AN ARC DISTANCE OF 42.79 FEET TO A POINT OF REVERSE CURVATURE OF A 326.59 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°18'13" AN ARC DISTANCE OF 70.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°35'31" EAST 33.33 FEET; THENCE SOUTH 87°56'30" WEST 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVE, BROWARD COUNTY, FLORIDA.



# LEGEND:

- Δ = DELTA
- R = RADIUS
- L = LENGTH
- B.C.R. = BROWARD COUNTY RECORDS
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.G. = PAGE
- C = CENTERLINE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- FPBL = FLORIDA POWER & LIGHT

## SKETCH AND DESCRIPTION

CERTIFIED TO:  
PACIFIC IT COMMUNICATIONS  
LAW ENGINEERING

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE USUAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61037-6, FLORIDA STATUTES, CODE PURSUANT TO SECTION 475.05, DATED THIS 15th DAY OF NOVEMBER 1997 A.D.

WILLIAM M. LYNCH  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION NO. 4048  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEALED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MILLER LEGG  
ENGINEERS • PLANNERS  
LAND SURVEYORS  
ENVIRONMENTAL PROFESSIONALS  
5600 N. BOULDER BLVD., SUITE 200  
POMEROY, FL 33461

NO.	REVISIONS	DATE	BY

DRAWN BY:

FB10644  
2/16/98

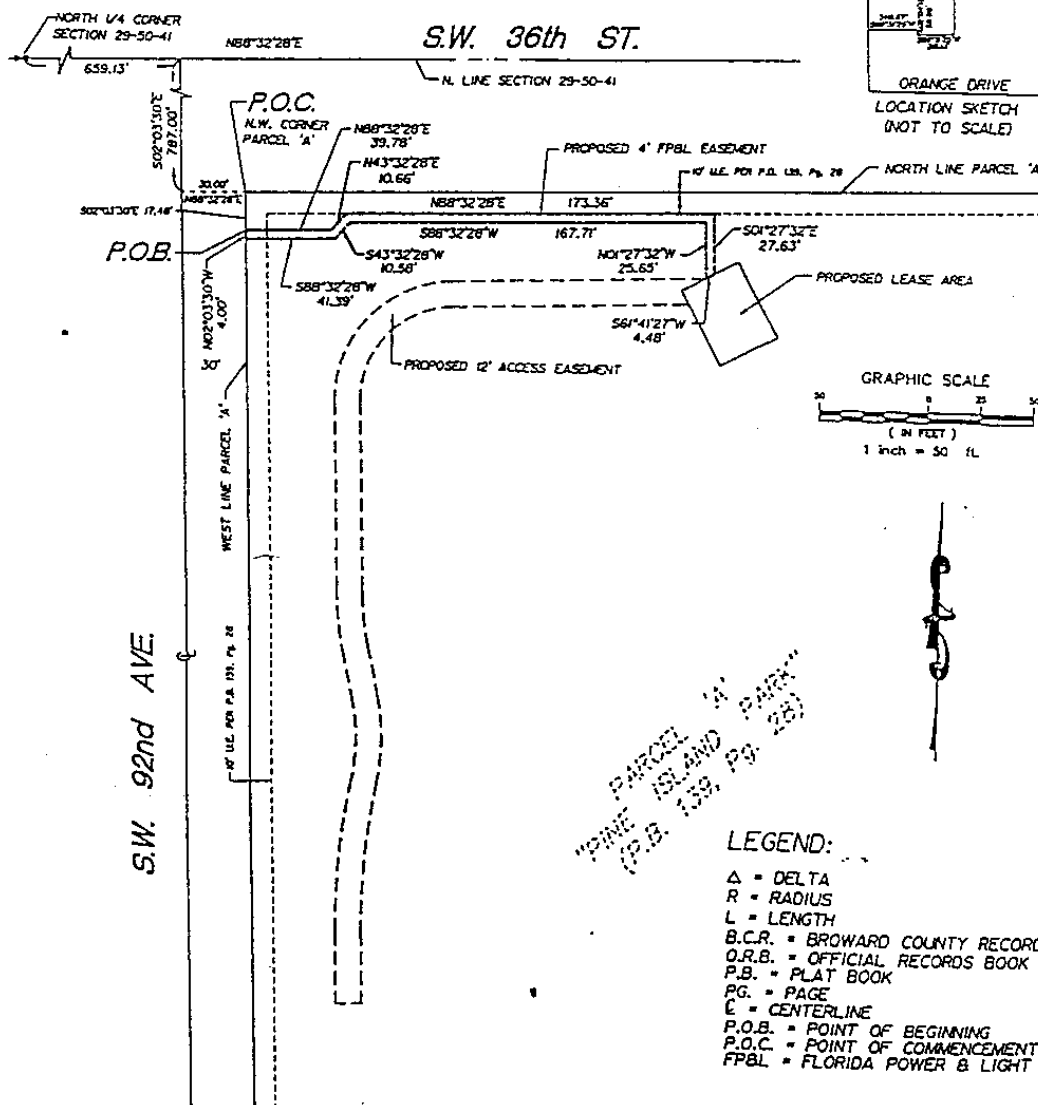


DESCRIPTION: (4' FPBL EASEMENT)

1. PORTION OF PARCEL 'A', 'PINE ISLAND PARK' ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE ALONG THE WEST LINE OF SAID PARCEL 'A' SOUTH 02°03'30" EAST (PLAT BEARING) 17.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°32'28" EAST 39.78 FEET; THENCE NORTH 43°32'28" EAST 10.66 FEET; THENCE ALONG A LINE 10 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL 'A', NORTH 88°32'28" EAST 173.36 FEET; THENCE SOUTH 01°27'32" EAST 27.63 FEET; THENCE SOUTH 61°41'27" WEST 4.48 FEET; THENCE NORTH 01°27'32" WEST 25.65 FEET; THENCE SOUTH 88°32'28" WEST 167.71 FEET; THENCE SOUTH 43°32'28" WEST 10.58 FEET; THENCE SOUTH 88°32'28" WEST 11.39 FEET TO THE WEST LINE OF SAID PARCEL 'A'; THENCE ALONG SAID WEST LINE NORTH 02°03'30" WEST 4.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.



PARCEL 'A'  
"PINE ISLAND PARK"  
(P.B. 139, PG. 28)

LEGEND:

- Δ = DELTA
- R = RADIUS
- L = LENGTH
- B.C.R. = BROWARD COUNTY RECORDS
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.G. = PAGE
- C = CENTERLINE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- FPBL = FLORIDA POWER & LIGHT

SKETCH AND DESCRIPTION

REVISIONS	DATE	BY

CERTIFIED TO:  
PACIFIC IT COMMUNICATIONS  
LAW ENGINEERING

**MILLER LEGG**

ENGINEERS • PLANNERS  
LAND SURVEYORS  
ENVIRONMENTAL PROFESSIONALS  
2802 N. DOUGLAS ROAD, SUITE 200  
PINEBLAKE PARK, FLORIDA 33411

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE USUAL TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 63027-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 473.007, FLORIDA STATUTES.

DATED THIS 13th DAY OF NOVEMBER, 1987 A.D.

**WILLIAM M. LYNCH**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION NO. 4058  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER